

## **REMARKS**

Applicants have now had an opportunity to carefully consider the Examiner's comments set forth in the Office Action of 7/28/2005.

Reconsideration of the Application is requested.

### **The Office Action**

Claims 1-30 remain in this application.

Claims 1-30 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Marlin, et al. (U.S. Patent No. 5,778,377).

Claims 28-30 stand rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter.

Claim 30 has been objected to as containing informalities.

### **The Claims Distinguish over the References of Record**

**Claim 1** now calls for storing in the database a list of capability, temporary and permanent constraints for each available finishing device, and receiving finishing job information that conforms to the capability, temporary and permanent constraints of the finishing device. Marlin fails to teach or reasonably suggest this concept embodied in claim 1. The present application contemplates a system that includes a database that keeps a real time accounting of all the components included in the system. This accounting includes capability constraints, temporary constraints, and permanent constraints, as called for in claim 1.

Capability constraints describe the function of the machine. This could be as general as machine 1 is a printer, machine 2 is a finisher, etc. With specific regard to finishers, the capability constraints may describe the specific function of each finisher. For example, finisher 1 folds, finisher 2 glues, finisher 3 staples, and finisher 4 binds. The capability constraints describe what the finisher is designed to accomplish. So if a certain finishing job requires folding and stapling, the job would be routed to finisher 1 and 3, but not 2 and 4.

Permanent constraints describe unchanging attributes of the devices. For instance, if an input tray can only accommodate 200 sheets, a large job will be parsed into job segments, each of which contains no more than 200 sheets. Notwithstanding upgrades,

permanent constraints never change.

Temporary constraints indicate temporary disturbances in a device's ability to perform its allocated task. For instance, a printer can run out of paper or toner, or misfeed a sheet. A stapling finisher can run out of staples. These temporary constraints are only problems until a user attends to them. The present application contemplates responding to these temporary constraints in a manner that will disrupt the overall job the least. This feature may be found in the specification, for example, on page 15, lines 1-3, that a print and finishing process is managed in accordance with availability of specified printers and finishers. Additionally, on page 18, lines 8-21, permanent and temporary constraints are explained. Discussion of how the constraints are implemented can be found on page 32, beginning at line 9. In sum, the various constraints define what printing and finishing threads are available for the current job. In an illustrative example, both finisher 1 and finisher 2 are capable of stapling. Finisher 1 reports to the database that it is out of staples. The system re-routes job segments from finisher 1 to finisher 2 until the deficiency can be remedied. This example, as well as others, is embodied in claim 1 as conforming to the capability of temporary constraint attributes. Nowhere does Marlin fairly suggest conforming a finishing job to temporary constraint attributes.

For the above stated reasons, it is respectfully submitted that **claim 1** and **claims 2-26** dependent therefrom now distinguish patentably and unobviously over the references of record.

Similarly, **claim 27** has been amended to incorporate the function of compensating for temporary constraints. Therefore, it is respectfully submitted that **claim 27** defines patentably and unobviously over the references of record for the same reasons.

**Claim 28** calls for a database that includes integrity data used after performance of the finishing device in order to confirm that a job was finished in accordance with job control data. The referenced prior art section of Marlin, when considered alone, out of context of its system, does not teach this claimed aspect of the present application. That a "job is completed without incident" cannot fairly suggest that the job was finished in accordance with job control data. "Without incident" may simply mean with no paper jams, or the printer didn't run out of toner, or the like. It is impossible to know without the rest of the disclosure about whatever system Marlin is speaking in this section.

Amendments to claim 28 have changed the form of claim 28. It is now clear that claim 28 calls for a finishing system that includes, among other things, a database. No substantive amendments, that is, no amendments for reasons of patentability have been made to claim 28; applicant believes no additional search is necessitated by these amendments to claim 28. It is therefore respectfully submitted that **claim 28** and **claims 29-30** dependent therefrom distinguish patentably and unobviously over the references of record.

**Claim 30** has been amended to embody a system aspect rather than a method aspect. It is therefore respectfully submitted that the claim objection be withdrawn.

**CONCLUSION**

For the reasons detailed above, it is submitted all claims remaining in the application (Claims 1-30) are now in condition for allowance. The foregoing comments do not require unnecessary additional search or examination.

No additional fee is believed to be required for this Amendment C. However, the undersigned attorney of record hereby authorizes the charging of any necessary fees, other than the issue fee, to Xerox Deposit Account No. 24-0037.

Again, in the event the Examiner considers personal contact advantageous to the disposition of this case, should there be issues that can be settled over the phone, he is encouraged to call Pat Roche, at Telephone Number (216) 861-5582.

Respectfully submitted,

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12/19/05  
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